

1 IN THE UNITED STATES DISTRICT COURT

2 FOR THE WESTERN DISTRICT OF OKLAHOMA

3 ALICE SHACKELFORD

4 Plaintiff,

5 No. CIV-18-0456-HE

6 vs.

7 AMERICAN INCOME LIFE
INSURANCE COMPANY

8 Defendant.

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12 DEPOSITION OF

13 STEVEN PLITT, ESQ.

14

15 July 24, 2019

16 10:00 a.m.

17

18 1850 North Central Avenue  
Suite 2400  
19 Phoenix, Arizona

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25 Talia Douglas, RPR, CR No. 50775

1 THE WITNESS: -- they have reasonably done  
2 what they were required to do in investigating the claim  
3 with the understanding that mistakes had been made so not  
4 all of the information had been communicated.

5 BY MR. ROWE:

6 Q. Do you believe that American Income fairly  
7 evaluated all of the factual materials they had at the time  
8 that they made the claims decision?

9           A.     I believe they reasonably evaluated the  
10      information, and by being reasonable, that is the  
11      equivalent of fair.

12 Q. So you would say that American Income fairly  
13 evaluated all of the facts in their possession and that --  
14 or they reasonably evaluated all of the facts in their  
15 possession and that, in doing so, treated Ms. Shackelford  
16 fairly?

17 MS. TERRY: Object to the form.

18 THE WITNESS: Yes.

19 BY MR. ROWE:

20 Q. The top of my little period here is payroll we  
21 owe, which American Income did after the lawsuit was filed,  
22 right?

23 A. They should pay what they owe.

24 Q. And they did pay what they owed after the lawsuit  
25 was filed, correct?

1           A.     Yes.

2           Q.     Now, on the upper perimeter, we have the idea of  
3     promptness.

4                   An insurance company should do all of the  
5     things that they do for their beneficiaries and insureds  
6     with reasonable promptness, true?

7           A.     Yes. I would say reasonable promptness.

8           Q.     And on the opposite side, I've written purpose of  
9     the policy, which is to provide the benefits that are due  
10    to a policy holder or beneficiary.

11          A.     That's the purpose of the policy.

12          Q.     The purpose of the policy would be to deny claims  
13    for which there's no coverage, too, right?

14          MS. TERRY: Object to the form.

15          THE WITNESS: I don't know that it's the --  
16    it's -- you're mixing them from my mind.

17          A purpose for the purchase is to protect  
18    yourself in various ways. That's easy to fit into the idea  
19    of purpose of the policy.

20          The policy doesn't have a purpose to deny.

21    The policy has a purpose to play itself out as written.  
22    That's not putting it in negative terms.

23          It just -- if it owes, it pays. If it  
24    doesn't, it doesn't. But it's purpose is not to deny  
25    claims.